REQUEST FOR PROPOSAL

Health & Human Services Counter Glass

April 19, 2017
INSTRUCTION TO BIDDERS

**General Description:** Sealed bids are being accepted for the installation of laminated Security Glass on the main reception desk, two adjacent department counters on the first floor and two department counters on the second floor. In addition to this we are looking for pricing for windows in the sidewalls of each of the counter windows and man doors sidelight glass. Bidding documents are available from the Kendall County Facilities Management Office, 804 John Street, Suite B, Yorkville, Illinois, telephone (630) 553-4102, after April 21, 2017 between the hours of 8:00 a.m. and 4:00 p.m., or on the Kendall County website at http://www.co.kendall.il.us/call-for-bids/. Site visits are to be arranged in advance by contacting the KCFM management office at (630) 553-4102. Kendall County plans to enter into a contract with the successful bidder to complete the installation of security counter glass as described above. The installation shall be completed within 90 days of contract signing.

**Examination:** Bidders shall receive a copy of the Instruction To Bidders, Agreement, and all attachments to use in preparing a bid. Examine the documents and the described site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and the site.

**Questions and Interpretations:** Submit questions about the documents to the Director of Facilities Management in writing via facsimile (630) 553-4125 or personal delivery. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of intent of the documents.

**Submittal:** Submit completed bid and other required documents in a sealed envelope clearly marked “KFCM HHS Security Counter Glass Project” and the name and address of the bidder. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement have been completed which includes Attachment C-Fees and Reimbursements.

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560. Bids must be received before Friday, April 28, 2017 at 4p.m. in order to be considered.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after the date and time set for Opening of Bids and thereafter until withdrawn by Written Notice received by KCFM. Bids may not be modified, withdrawn, or cancelled by the bidder during this time.

**Pre-qualification:** The bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact persons name, company address, and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:

- Maintaining a permanent place of business.
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Has satisfactorily performed contracts of similar nature and magnitude.

**Opening:** Bids shall be stamped with the date and time received. The bids shall be opened and publicly read on April 28, 2017 at 4p.m. in the Conference Room at 804 W. John Street, Suite B. by the Director of Facilities Management & another designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Facilities Management Committee, Kendall County Health & Human Services Board, Kendall County Finance Committee and/or Kendall County Board.

**Award:** It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all stipulations of this document and the Agreement. Low bid will be established by comparing Attachment C.

**Rejection of Bids:** The Kendall County Board, Kendall County Facilities Management Committee, Kendall County Health & Human Services Board, Kendall County Finance Committee and Kendall County Facilities Management Director reserve the right to reject any or all bids; to waive technicalities; and reserves the right to award a contract which is in the best interests of Kendall County.
**Disqualification:** Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

**Execution of Contract:** Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within 10 days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order.

The accepted bidder shall assist and cooperate with Kendall County in preparing the Agreement, and within 10 days following its presentation shall execute same and return to the Director of Facilities Management.

The accepted bidder shall provide original certificates of insurance and copies of applicable required licenses and certificates prior to commencement of the work.
AGREEMENT & GENERAL TERMS & CONDITIONS

THIS Agreement is entered into the day and year first set forth below between KENDALL COUNTY, ILLINOIS (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and ___________________________ (hereinafter referred to as “Vendor”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. This Agreement includes and incorporates by reference herein all terms and conditions set forth in these seven (7) pages (the “Initial Pages”), the Additional Terms & Conditions set forth in the RFP, Attachment A (Scope of Service), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), Attachment D (Floor Plans) and Attachment E (Product Example) all of which are collectively referred to as the “Agreement”. This Agreement shall be effective as of ___________________________ (“initial period”) and shall continue in force and effect until the project has been fully completed to the satisfaction of Kendall County through ___________________________ (“initial period”) or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first.

2. Pursuant to and as set forth in this Agreement, Vendor will provide Kendall County with the following types of services: Installation of laminated Security Glass on the main reception desk, two adjacent department counters on the first floor and two department counters on the second floor. In addition to this, we are looking for pricing for windows in the sidewalls of each of the counter windows and man doors sidelight glass. All services set forth in Attachments A and D. Vendor shall provide the services set forth in this Paragraph 2 for all locations identified in Attachment B as scheduled in Attachments A and D and, if needed, at any other time as requested by the Kendall County Facilities Management Director.

3. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the vendor’s services or obligations, Kendall County agrees to attempt to negotiate with the vendor for appropriate changes to the scope or price of this Agreement or both. In the event that Kendall County and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, Kendall County may immediately terminate the Agreement upon providing written notice to Vendor.

4. Payment: In consideration for Vendor providing the services, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay Vendor the total amount of $________.00. The Contract will be awarded on a monthly Sum basis; to receive compensation, Proposer must present an invoice to Director James Smiley with KCFM. The total amount of the invoice shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. The County reserves the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.

5. Indemnification: Vendor agrees to indemnify hold harmless, and defend, with counsel of Kendall County’s own choosing, Kendall County Facilities Management (“KCFM”) and Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which the KCFM, Kendall County, their board members, elected officials, insurers, employees, or agents may sustain, incur or be required to pay arising out of Vendor’s negligence, willful acts, errors, omissions, or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State’s Attorney and shall be appointed as a Special Assistant State’s Attorney. Kendall County’s participation in its defense shall not remove Vendor's duty to indemnify and hold the Kendall County harmless as set forth above.

6. Insurance: Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Vendor shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers’ compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County under this Agreement.
7. Independent Contractor: Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor’s officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor’s officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor’s officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.

8. Non-Apportionment: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-apportionment of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

9. Termination: Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination, or by Vendor upon written notice delivered to Kendall County at least sixty (60) days prior to the effective date of termination.

10. Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

11. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

12. Confidentiality: It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk’s office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, et seq.).

13. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Kendall County Facilities Management, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125 with copy sent to: State’s Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: _________________________________.

14. Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The claiming party with all reasonable dispatch will remedy the cause of such inability to perform.

15. Certification: Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

16. Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer’s or employee’s official capacity. Nor has Vendor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

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17. Vendor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

18. Equal Opportunity/Non-Discrimination: The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

19. Conflict of Interest: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

20. Remedies: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

21. Waiver: The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

22. Background Checks/Security: Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County and Kendall County Sheriff. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Vendor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Vendor further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

23. MSDS: When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.

24. Counterparts: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

25. The Vendor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

26. Drug Free Workplace: Vendor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
27. Default: The Contract may be canceled or annulled by the County of Kendall in whole or in part by written notice of default to the Contractor upon nonperformance or violation of RFP and/or Agreement’s terms. Failure of the Contractor to deliver services within the time stipulated on his offer, unless extended in writing by the County of Kendall, shall constitute a Contract default.

28. Authority to Execute Agreement: The County of Kendall and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

29. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

30. The RFP, including its attachments A-B, and the submitted Proposal are hereby integrated into this agreement as though fully reinstated herein. In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this Agreement and General Terms & Conditions, then Additional Terms & Conditions of the RFP, then Attachment C, then Attachment A, then Attachment D, then other Attachments to this Agreement/RFP, then the submitted Proposal. In all cases, the terms and conditions of this Agreement and the RFP shall be controlling over those terms and conditions submitted by Vendor.
ADDITIONAL TERMS & CONDITIONS OF THE RFP

1) TAXES:
County of Kendall is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes.

2) CONTRACT REVIEW & APPROVAL:
Any Contract or agreement resulting from the acceptance of this proposal by County of Kendall shall be on forms either supplied by or approved by Kendall County's State’s Attorney’s Office. The County of Kendall reserves the right to reject any agreement that does not conform to the Request For Proposal (and the terms and conditions expressed herein) and any County of Kendall requirements for agreements and Contracts.

3) CLARIFICATION:
County of Kendall reserves the right to request clarification of information submitted and request additional information as needed.

4) INTEGRATION OF TERMS & CONDITIONS:
The requirements of this RFP shall be included in the Contract with the selected firm. Should the Vendor desire to utilize its own Agreement as opposed to the “AGREEMENT & GENERAL TERMS & CONDITIONS” contained herein, those terms and conditions shall be included in the proposed agreement and be controlling as to all issues addressed by them.

5) PAYMENT:
In consideration for Proposer providing the services, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay Proposer the total amount of $________.00. The Contract will be awarded on a monthly Sum basis; to receive compensation, Proposer must present an invoice to Director James Smiley with KCFM. The total amount of the invoice shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. The County reserves the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.

6) INDEMNIFICATION:
Proposer agrees to indemnify hold harmless, and defend, with counsel of Kendall County’s own choosing, Kendall County Facilities Management (“KCFM”) and Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which the KCFM, Kendall County, their board members, elected officials, insurers, employees, or agents may sustain, incur or be required to pay arising out of Proposer’s negligence, willful acts, errors, omissions, or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State’s Attorney and shall be appointed as a Special Assistant State’s Attorney. Kendall County’s participation in its defense shall not remove Proposer’s duty to indemnify and hold the Kendall County harmless as set forth above.

7) INSURANCE:
Proposer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Contractor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for
both personal injury and property damage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers’ compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Proposer's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Proposer, nor be deemed as a limitation on Proposer's liability to Kendall County in this Agreement.

8) **INDEPENDENT CONTRACTOR:**
Proposer is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Proposer understands and agrees that Proposer is solely responsible for paying all wages, benefits and any other compensation due and owing to Proposer’s officers, employees, and agents for the performance of services set forth in the Agreement. Proposer further understands and agrees that Proposer is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Proposer’s officers, employees and agents who perform services as set forth in this RFP and any resulting Agreement. Proposer also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Proposer, Proposer’s officers, employees and agents, and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Proposer, Proposer’s officers, employees or agents. Proposer hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and costs from Kendall County, its past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Proposer, its officers, employees or agents may sustain while performing services under the Agreement.

9) **BACKGROUND CHECKS & SECURITY:**
Proposer shall exercise general and overall control of its officers, employees and/or agents. Proposer agrees that no one shall be assigned to perform work at Kendall County’s facilities on behalf of Proposer, Proposer’s consultants, subcontractors and their respective officers, employees, agents and assigns unless Proposer has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Proposer agrees that the individual shall not be assigned to perform work on or at Kendall County’s facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Proposer and/or Proposer’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement. Proposer understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Proposer further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the correctional facility.

10) **NEGOTIATIONS:**
The County of Kendall reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to the accomplishment of the purpose of the RFP. The County of Kendall may require the entire proposal be made an integral part of the resulting Contract. All responses, supplemental information, and other submissions provided by the Proposer/Offeror during discussions or negotiations will be held by County of Kendall as contractually binding on the successful Proposer/Offeror.

11) **COMPLIANCE WITH STATE AND FEDERAL LAWS:**
Proposer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
12) DEFAULT:
The Contract may be canceled or annulled by the County of Kendall in whole or in part by written notice of default to the Contractor upon nonperformance or violation of Contract terms. An award may be made to another Proposer/Offeror with services similar to those so terminated. Failure of the Contractor to deliver services within the time stipulated on his offer, unless extended in writing by the County of Kendall, shall constitute a Contract default.

13) DRUG FREE WORKPLACE:
Proposer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

14) CONTRACTOR RESPONSIBILITIES:
The selected Contractor will be required to assume responsibility for all services offered in this proposal. The County of Kendall will consider the selected Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the Contract.

15) DISQUALIFICATION:
Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer.

16) EXECUTION OF DOCUMENTS / CONTRACT AWARD
a) The Contractor, in signing his/her Proposal on the whole or on any portion of the work, shall conform to the following requirements:
   I. Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
   II. Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.
   III. Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
   IV. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal shall be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

b) With the submission of Proposals, all bidders shall sign the enclosed “AGREEMENT & GENERAL TERMS & CONDITIONS”. Should bidder desire further contractual documents to be utilized, the signature of that document will evidence the acquiescence to all of the terms and conditions contained therein. Further, with any final agreement, Attachments A-B as well as the RFP and the submitted Proposal shall be integrated as though fully reinstated therein.

c) The Contract will be deemed as awarded when formal notice of award has been duly served upon the intended awardee(s).

17) INCURRED COSTS:
The County of Kendall will not be liable in any way for any costs incurred by respondents in replying to this RFP.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this _____ day of ________________, 2017.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>KENDALL COUNTY, ILLINOIS</th>
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<td>BY:</td>
</tr>
<tr>
<td>NAME:</td>
<td>NAME: Scott Gryder</td>
</tr>
<tr>
<td>TITLE:</td>
<td>TITLE: Kendall County Board Chairman</td>
</tr>
</tbody>
</table>
ATTACHMENT A
SCOPE OF WORK

Kendall County Health & Human Services Main Counter
807 W. John St.
Yorkville, IL 60560

April 18, 2017

Overhead View

40" x 48"
40" x 72"

Health & Environmental Windows Quan. 2
Mental & Community Health Quan. 2

1/2" Drilled Holes for Communication

Soffit
Open space for air to pass between areas

3'-10"
2'-6" 3'-6"

Transaction Points 16" Wide
Note: Frames to support 1/2" clear laminated glass

Setback Window Track to allow as much room as possible for a writing edge in front of the frame & glass

Counter Return Glass 28" x 46"
Quan. 4
Door Sidelights 18" x 74"
Quan. 4
Hollow metal borrowed lights in wall 44" x 44"
Quan. 4

Note: Measurements are approximate only ***Must field verify ***
ATTACHMENT B
PLACES OF SERVICE

Services performed under this agreement shall be at the following locations:

Kendall County Health & Human Services Facility
807 W. John St.
Yorkville, IL 60560
Vendor shall invoice KENDALL COUNTY FACILITIES MANAGEMENT on a monthly basis for previous work performed from the first to the last day of the month. **Invoice shall be submitted to KENDALL COUNTY FACILITIES MANAGEMENT for receipt on the first day of each month.** Payment of invoices shall occur pursuant to the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Each location identified in Attachment B shall be invoiced separately.

Vendor agrees to charge the following rate for all services performed for each facility itemized by location as a combined monthly statement as outlined in Attachment B performed pursuant to this Agreement:

** *** All Bids Must Include Prevailing Wages ***

**Glass Barriers for five (5) locations with the HHS Facility**

**Area 1**
Health Department Main Counter top Windows & Glass & Transaction Trays

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Counter Side Light by East Man Door</td>
<td>$</td>
</tr>
<tr>
<td>Main Counter Side Light by West Man Door</td>
<td>$</td>
</tr>
</tbody>
</table>

**Area 2**
Mental Health Counter top Window Frame, Glass & Transaction Tray

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Borrowed Light in Sidewall</td>
<td>$</td>
</tr>
<tr>
<td>Mental Health Side Light by East Man Door</td>
<td>$</td>
</tr>
</tbody>
</table>

**Area 3**
Community Health Counter top Window Frame, Glass & Transaction Tray

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Health Borrowed Light in Sidewall</td>
<td>$</td>
</tr>
<tr>
<td>Community Health Side Light by West Man Door</td>
<td>$</td>
</tr>
</tbody>
</table>
Area 4
Health Admin. Counter top Window Frame, Glass & Transaction Tray $__________________________

Health Admin. Borrowed Light in Sidewall $__________________________

Health Admin. Side Light by West Man Door $__________________________

Area 5
Environmental Health Counter top Window Frame, Glass & Transaction Tray $__________________________

Environmental Health Borrowed Light in Sidewall $__________________________

Environmental Health Side Light by West Man Door $__________________________
Attachment D

Floor Plans

1st Floor Main Health Department Counter

1st Floor Community Health
Attachment D

Page 2
Floor Plans

1st Floor Mental Health
2nd Floor Health Administration
Floor Plans

2nd Floor Environmental Health
Attachment E
Product Example

Transaction Trays

Standard & Bullet Resistant Deal Trays
For Technical Information click on thumbnail images below
Request for Quote

Part # CTDB08 - CTDB12 - CTDB16 - Standard Drop-In Deal Tray

Part # CTDB08 - CTDB12 - CTDB16 - BRUSHED STAINLESS STEEL 12" WIDE X 10" DEEP X 1-9/16" HIGH STANDARD DROP-IN DEAL TRAY, Flush Drop In Design. Ideal for Cash and Coins, Polished or Brushed Stainless Steel Finishes. Three widths are available - 8" - 12" - 16"

Click here for PDF
Click here for Installation Page-1
Click here for Installation Page-2

REQUEST A PRICE QUOTE